

**INVITATION FOR BID
IFB # RWU-RP-2024-1
PERSIMMON STREET TOWER ELEVATED STORAGE TANK SITE**

Bid Submittal Due Date
April 2, 2024
No Later than 2:00 P.M.



To

Brent Dobler
Superintendent
Rogers Water Utilities
601 S. 2nd Street
Rogers, AR 72756
Email- brentdobler@rwu.org

Advertisement for Bids
Persimmon Street Tower Elevated Storage Tank Site

The Rogers Water Utilities (RWU) of Rogers, Arkansas is inviting sealed bids from qualified bidders to purchase real property located at the corner of 8th and Persimmon Streets in Rogers, AR which contains a decommissioned elevated water storage tank. One of the conditions of the sale is that the purchaser of the property, at the purchaser's own expense, disassemble and remove the elevated water storage tank within a specified time. More information about the property and requirements for the purchase is contained in the Invitation for Bid (IFB).

Copies of the IFB and bid packet are expected to be available no later than the week of March 4, 2024. Once available, copies of the IFB and bid packet may be obtained from the RWU administration office at 601 S 2nd St. in Rogers, AR between the hours of 8:00am and 4:30pm M-F or by request via email at the email address listed below. Interested bidders may register to receive copies of the IFB and bid packet once it becomes available. Bids may be turned in at the RWU administration office until Tuesday, April 2, 2024, at 2:00 p.m., at which time the bids will be publicly opened in a live stream web meeting at: <https://www.rwu.org/developers-and-contractors/bids-contracts>. No solicitation conference is planned. For a copy of the IFB and bid packet or more information, contact:

Brent Dobler
Superintendent
Rogers Water Utilities
601 S. 2nd Street
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In determining and evaluating the best bid, the price offered for purchase of the property will not necessarily be controlling, but reliability, efficiency, expertise, and the reputation of the purchaser will be considered along with any other relevant factors applicable to the transaction including, without limitation, factors and methods of evaluation relevant to disposition or procurement of public property which, may include, without limitation (as applicable), inspection, testing, quality, workmanship, delivery, past performance, suitability for a particular purpose, lowest immediate cost, lowest demonstrated life cycle cost, lowest demonstrated term costs, or a combination of any two or more of these factors. RWU reserves the right to reject any and all bids, to accept any bid or bid alternate deemed to be in the best interest of RWU, to waive any technicalities, formalities and/or informalities in the IFB or any other formality, and to waive any informalities or irregularities in bids received, where such acceptance, rejection, or waiver is considered to be in the best interest of RWU. RWU reserves the right to accept the bid (or bids) that appear from all consideration to be in the best interest of RWU. RWU may reject the bid (or bids) of any bidder that RWU finds, after reasonable inquiry or evaluation, to not be responsible. RWU shall be the sole judge in the determination of these matters. RWU reserves the right to cancel this bid process and/or to withhold the awarding of any contracts as permitted by law. The actual award of a contract pursuant to this bid process is contingent on approval by the Rogers Waterworks and Sewer Commission and the Rogers City Council.

Dated this 28th day of February 2024

This publication was paid for by Rogers Water Utilities, Superintendent's Office, amount paid \$ 471.

Invitation for Bid (IFB)
Persimmon Street Tower Elevated Storage Tank Site

The Rogers Water Utilities (“RWU” or “the Utility”) is the municipal water and sewer utility of the City of Rogers, Arkansas. RWU operates under the supervision and management of the Rogers Waterworks and Sewer Commission (“the Commission”). RWU is inviting sealed bids from qualified bidders to purchase real property located at the corner of 8th and Persimmon Streets in Rogers, AR which contains a decommissioned elevated water storage tank (“the property”). One of the conditions of the sale is that the purchaser of the property, at the purchaser’s own expense, disassemble and remove and dispose the elevated water storage tank and all appurtenances within a specified time.

PROPERTY DESCRIPTION

The property is Benton County Arkansas Parcel No. 02-07723-00 with an address of 809 W. Persimmon St, Rogers Arkansas. The legal description is:

The South Half (S ½) of Lot Thirteen (13) and all of Lots Sixteen (16) and Seventeen (17) in Block six (6) of the Smith & Hayes Addition to Rogers

The property contains a decommissioned water tower/elevated water storage tank (EST) and certain other buildings and appurtenances. Portions of the property have, over the years, been leased to cellular telephone companies for placement of cellular telephone equipment. The property will be sold subject to any leases existing at the time of sale. However, the last remaining lease will terminate on June 30, 2024.

QUALIFICATIONS/RESPONSIBLE BIDDERS

One of the conditions of the sale is that the purchaser of the property, at the purchaser’s own expense, disassembles, removes and disposes the Tower/EST and all appurtenances within a specified time. In determining and evaluating the best bid, the price offered for purchase of the property will not necessarily be controlling, but the ability of the purchaser to rapidly, properly and safely disassemble remove, and dispose the elevated storage tank and appurtenances will be also be considered in evaluating bids. Bidders should carefully consider their ability to perform if awarded a contract. The successful bidder will demonstrate capacity, in both equipment and personnel, to promptly and safely disassemble remove, and dispose of the EST. Past performance of a bidder may be used in determining whether a bidder is responsible.

Each bidder should also disclose any conflicts or potential conflicts with RWU including all contracts and/or transactions that might reasonably be construed to be adverse to the interests of RWU. Each responding firm should also disclose all relevant material facts regarding significant financial interests, or any influential interests, with any of RWU’s employees, members of the Rogers Waterworks

and Sewer Commission, elected officials of the City of Rogers, members of the Rogers City Council, and City officers and employees of the City of Rogers.

RWU may reject the proposal of any bidder that RWU finds, after reasonable inquiry or evaluation, to not be responsible. RWU shall be the sole judge in the determination of these matters.

Ethics

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a contract with RWU upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

DRAFT CONTRACT

The successful bidder(s) will enter into a real estate contract substantially in the form of the draft contract included in this IFB. Each bidder should carefully review the draft contract and consider its willingness and ability to comply with the contract terms and conditions. Bidders taking exception to the terms and conditions of the contract, or intending to propose additional or alternative language must (a) identify with specificity the terms and conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. In the event a bidder does not identify with specificity those terms and conditions to which the bidder takes exception or seeks to amend or replace, or does not provide bidder's additional or alternate contract terms, RWU will assume that the terms in the draft contract are acceptable to bidder and that the bidder, if awarded a contract, will be willing to sign the contract as written.

RWU reserves the right to propose additional, different, and/or revised contract terms and undertake negotiations with the highest ranked bidder(s) as permitted by law. In the event RWU and the highest ranked bidder(s) cannot reach agreement on contract terms, RWU reserves the right to reject the bid and to award a contract to the next highest scoring bidder. The contract award must be approved by the Rogers Waterworks and Sewer Commission.

The contract award and the real estate contract must also be approved by the Rogers City Council. Bidders should be aware that **The City of Rogers may also propose additional, different, and/or revised contract terms in addition to those proposed by RWU.** Any use of the property after purchase is subject to all applicable laws and regulations including, without limitation, the Code of Ordinances of the City of Rogers, Arkansas.

The laws, regulations, and rules of the State of Arkansas, the City of Rogers, Arkansas, the Rogers Waterworks and Sewer Commission, and the Rogers Water Utilities pertaining to procurement by public entities are incorporated into this IFB, as applicable.

In case of default by the awardee (or awardees), RWU may, at its discretion, seek specific performance, invoke the liquidated damages provision in the contract, sue for damages, sell the property to another firm, or any combination thereof and may pursue any and all other legal and equitable remedies available to it.

INSURANCE

The purchaser must have adequate insurance for undertaking disassembly and removal of the EST. In the event the purchaser will use another contractor for disassembly and removal of the EST, the contractor must have adequate insurance, in at least the following types and amounts: including:

- a. Worker's Compensation: Statutory
- b. Employer's liability: bodily injury, each accident, \$2,000,000; bodily injury by disease, each employee, \$2,000,000; Bodily injury/disease, aggregate, \$2,000,000;
- c. General Liability: Each occurrence (bodily injury or property damage), \$2,000,000; General Aggregate \$2,000,000;
- d. Excess or Umbrella Liability: per occurrence \$10,000,000; General Aggregate \$10,000,000
- e. Automobile Liability: Combined single limit (bodily injury and property damage): \$2,000,000; general aggregate \$2,000,000
- f. Professional liability: each claim made \$2,000,000); annual aggregate \$2,000,000

Certificates of insurance should be submitted along with the bid. RWU reserves the right to supplement and revise its insurance requirements at any time including after evaluations of bids.

EVALUATION OF BIDS

Each bid shall be evaluated to determine if the bidder submitting the proposal is a responsible bidder. Proposals from bidders determined to be responsible shall be further evaluated in accordance with the following factors and criteria:

1. Price offered for purchase of the property. A positive dollar bid will be construed as an offer to purchase the property by making payment to the City of Rogers at the specified price with the bidder committing to disassemble and remove the EST at its own cost and expense within the time specified in the bid. A zero-dollar bid will be construed as an offer to take title to the property without payment to the City of Rogers with the bidder committing to disassemble and remove the EST at its own cost and expense within the time specified in the bid. A negative dollar bid will be construed as an offer to take title to the property in exchange for a specified payment from the City of Rogers with the bidder committing to disassemble and remove the EST at its own cost and expense within the time specified in its bid. RWU reserves the right to cancel this bid process and resolicit bids if, *inter-alia*, only zero dollar and negative dollar bids are received;
2. Specified time to disassemble remove, and dispose of the EST and appurtenances (in months from purchase) (must be accomplished within 24 months of Closing);
3. Ability, resources, experience and expertise in disassembling, removal, and disposal of the EST (including the ability of the bidder's proposed contractors). The assessment will be made by RWU staff selected by the Superintendent.

Bidders are asked to answer the questions on the Bid form included with this IFB and to add further information relevant to evaluating the bidder’s proposal under the above factors and criteria.

SCORING MATRIX

Bidder	Criteria/Qualification	Points Available	Total
	Price offered for purchase of the property	80 (highest bid receives 80 points; lower bidders receive points based on the percentage of their bid in comparison to the highest bid: Examples: Bidder 1: \$100,000 =80 points Bidder 2: \$80,000 = 80% of \$100,000; 80% of 80 points=64 points Bidder 3: \$70,000=70 percent of \$100,000=70 percent of 80 points=56 points.	
	Specified time to disassemble, remove and dispose of the EST (in months from closing-maximum of 24 months)	10 (lowest specified time receives 10 points; higher specified times receive points based on the percentage of their specified time in comparison to the lowest specified time: Examples: Bidder 1: 12 months =10 points Bidder 2: 18 months = 150% of 12 months=50% of 10 points=5 points Bidder 3: 24 months= 200% of 12 months=0 percent of 10 points=0 points	
	Ability, resources, experience and expertise in disassembling, removal, and disposal of the EST and appurtenances	10 (highest ranked bidder receives 10 points, second highest bidder receives 9 points and so on)	
	Total	100	

Bidders should be aware that any intended use of the property, and new construction on the property, including use as a cellular telephone tower site, must also be approved by other authorities

with jurisdiction including, without limitation, other applicable departments, boards, and Commissions of the City of Rogers.

GENERAL PROVISIONS

Sealed Bids

The bids shall consist of

- (a) a completely filled out bid form with attached sheets answering each question on the form together with a copy of this IFB and any addenda or amendments;
- (b) a copy of the draft contract, along with any exceptions or objections to the draft contract together with any additional or alternative language suggested for the draft contract by bidder;
- (c) certificates of insurance coverage as specified above;
- (c) additional pages with any other information requested by this IFB.

Should any addenda or amendments to this IFB be issued prior to the time of opening the bids, a copy of each addendum or amendment shall be acknowledged by the bidder with its signature, and attached to and filed with its proposal.

Each proposal must be submitted on the prescribed forms in a sealed envelope with IFB number, closing date and time on the outside. No proposals will be accepted by telephone, facsimile, or electronic mail.

Bidders should submit full and complete bids with all information requested. If information is incomplete, the proposal may be disregarded and given no consideration.

The proposal and all its contents must be in ink and/or typewritten and/or prepared using computer/word processor. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the proposal. Submission of a proposal indicates the bidder's acceptance of all terms and conditions of this IFB. **All proposals must be signed with the firm's legal name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.**

IFB expenses shall be borne by the bidder.

IFB Addenda or Amendment

RWU reserves the right to revise, amend, and/or add to the specifications in this IFB up to the time set for opening the bids. Such revisions, amendments and/or additions, if any, shall be announced by addenda or amendments to this RFP. Copies of such addenda or amendments shall be furnished to all bidders. **All bidders must register their name, address, telephone number, fax number and electronic mail address with RWU no later than Wednesday March 13, 2024 in order to receive any addenda or amendments to this IFB.** RWU reserves the right to postpone the opening of bids by such number of days as in the opinion of RWU shall enable bidders to revise their bids.

Single Bid Response

If only one bid is received in response to this IFB, a detailed bid review may be requested of the single bidder. RWU reserves the right to cancel this IFB process and solicit additional bids in the event only one bid is received.

Bid Withdrawal

After the bids are opened, bids may not be withdrawn for thirty (30) calendar days. Prior to the date/time set for the bids opening, however, bids may be modified or withdrawn by the bidder's authorized representative in person, or by written notice. If bids are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the withdrawn bid. Written notices shall be received in the office indicated in this IFB no later than the exact date/time for the bid opening. A written modification or withdrawal received in the designated office by mail or facsimile from the receiving office no later than the date/time set for the bid opening shall be considered if such message is confirmed by receipt of RWU.

Discussion with Bidders

RWU reserves the right to conduct discussions with responsible bidders who submit bids determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the IFB requirements. All bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of bids, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from bids submitted by competing bidders.

Negotiations

RWU reserves the right to negotiate with bidders where such negotiations serve the best interests of RWU. Negotiations shall begin with the highest ranked bidder based on the scores as established in this IFB's scoring criteria. If a satisfactorily negotiated contract cannot be developed, the bidder may be declared non-responsive and the negotiation process may be repeated with the next respondent deemed most likely to be awarded a contract. Prior to negotiation, RWU's file for this IFB will be updated to include documentation giving the stated purpose for the negotiation and the objective to be achieved. RWU will investigate with the bidder determined most likely to be awarded a contract, factors affecting the price offered for purchase of the property, performance of the disassembly, removal and disposal of the EST and appurtenances, and other factors relevant to the bid.

Prior to initiating negotiations, RWU will develop a negotiation plan to include at least (1) the acceptable range of price offered for purchase of the property, the desired "best" price for purchase of the purchase and the lowest acceptable price for purchase of the property; (2) adjustments to the proposed schedule of disassembly, removal, and disposal of the EST and appurtenances that may have an impact on price offered for purchase of the property; (3) acceptable modifications in the overall scope of work; (4) a prioritized list of acceptable changes in the schedule of disassembly, removal, and disposal of the EST and appurtenances that may result in modification of the price offered for the purchase of the property, and timetable for completion of negotiation. No part of any negotiation plan shall be revealed to bidder(s) or made available for public review until after a contract award.

An acceptable negotiated contract shall list the agreed-upon terms, conditions, specifications, and price to be paid for the purchase of the property. All bids may be rejected if, after evaluation of the bids, including

consideration of any clarifying or explanatory information submitted by the bidders, it is determined by RWU that no satisfactory bid has been received.

This IFB process may be cancelled and/or any or all bids may be rejected in writing by RWU

Award

Award shall be made to the responsible bid (or bidders in the case of a joint bid) whose proposal is determined in writing to be the most advantageous to RWU taking into consideration price offered for purchase of the property and the other evaluation factors set forth in this IFB, and the results of any discussions and negotiations conducted with responsible bidders. RWU reserves the right to reject any and all bids as stated herein.

RWU reserves the right to accept any bid, or any alternate bid, award contracts and/or not award contracts on individual components of this IFB, on group items, or on the bid as a whole; to reject any and all bids, including, without limitation, nonconforming, nonresponsive, unbalanced bids, to waive any formality in the IFB or any other formality, to waive any informality or irregularity in the bid, and to accept the bid that appears from all consideration to be in the best interest of RWU. In determining and evaluating the best bid, the price offered for purchase of the property will not necessarily be controlling, but reliability, efficiency, expertise, and the reputation of the purchaser will be considered along with any other relevant factors applicable to the transaction including, without limitation, factors and methods of evaluation relevant to disposition or procurement of public property which, may include, without limitation (as applicable), inspection, testing, quality, workmanship, delivery, past performance, suitability for a particular purpose, lowest immediate cost, lowest demonstrated life cycle cost, lowest demonstrated term costs, or a combination of any two or more of these factors.

In addition to any other grounds for rejection stated herein, RWU may reject any and all bids for, among other reasons, failure of a bid to conform to the essential requirements of this IFB, a proposal imposing conditions which would modify the stated terms and conditions of this IFB, and any proposal determined to be unreasonable as to price for purchase of the property. RWU may reject the proposal of any bidder that RWU finds, after reasonable inquiry or evaluation, to not be responsible.

RWU shall be the sole judge in the determination of these matters. Contract award is contingent on approval by the Rogers Waterworks and Sewer Commission and on approval of the Rogers City Council. Contract award may also be contingent on obtaining certain approvals (as may be required) from certain regulatory agencies or other governmental authorities with jurisdiction and obtaining certain approvals from third parties (as may be required) concerning certain contractual obligations. **Bidders are advised that the sale of the property is contingent upon obtaining any required approvals and the sale of the property may be delayed until required approvals are obtained and may be cancelled if such approvals cannot be obtained.**

Estimated Schedule

April 2, 2024 at 2:00 P.M.	Bid Opening;
April 2, 2024-April 12, 2024	Review by RWU staff; negotiations;
April 15, 2024	Review by Rogers Waterworks and Sewer Commission
April 23, 2024	Review by Rogers City Council

RWU reserves the right to modify this schedule in the best interests of RWU and as permitted by law.

Bidder Inquiries

For information concerning this IFB process and additional information, contact:

Brent Dobler
Superintendent
Rogers Water Utilities
601 S. 2nd Street
Rogers, AR 72756
Email-brentdobler@rwu.org

NOTE: Requests for information regarding this IFB must be submitted in writing by e-mail or letter no later than Friday, March 22, 2024 to the contact above. RWU may elect to not answer questions submitted after said date. Questions and answers will be sent to all registered bidders by email no later than Tuesday, March 26, 2024.

Property Visits and Inspections

Prospective bidders wishing to visit and inspect the property may contact Mr. Dobler by email at the email address above. Mr. Dobler can make arrangements for prospective bidders to visit the property.

Compliance with Laws

RWU is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, sexual orientation, gender identity, transgender status, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and bidder agrees during the term of the contract that bidder will strictly adhere to this policy in its employment practices and provision of services. Bidder shall comply with, and all activities under the contract shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

Business, Professional and Occupational License Requirement

All firms or individuals located in, or doing business in, Arkansas are required to be authorized to do business in Arkansas and properly licensed in accordance with all applicable federal, state, and local laws.

RESTRICTION OF BOYCOTT OF ISRAEL

A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

B. This prohibition does not apply to:

1. A company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
2. Contracts with a total potential value of less than \$1,000.

C. By submitting a bid in response to this IFB, a Prospective firm agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

RESTRICTION OF BOYCOTT OF FOSSIL FUEL, FIREARMS, AND AMMUNITION INDUSTRIES

A. Pursuant to Arkansas Code Annotated § 25-1-1002, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of energy, fossil fuel, firearms, and ammunition industries.

B. This prohibition does not apply to:

- 1. A company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- 2. Contracts with a total potential value of less than \$75,000.

C. By submitting a bid in response to this IFB, a Prospective firm agrees and certifies that they do not, and will not for the duration of the contract, boycott energy, fossil fuel, firearms, and ammunition industries.

BID FORM

**INVITATION FOR BID
IFB # RWU-RP-2024-1**

PERSIMMON STREET TOWER ELEVATED STORAGE TANK SITE

Business Name
(legal name/name under which
your business enters into contracts)

Trade Names/dba's/etc.

1. What is your bid price to purchase the property?

We hereby submit a bid of \$ _____.

2. What is your specified time to disassemble, remove, and dispose of the Tower/Elevated Storage Tank (EST) and appurtenances?

We hereby commit to disassembling, removing, and disposing of the Tower/Elevated Storage Tank (EST) and appurtenances within ____ months of the closing of the purchase of the property.

Note: Maximum period for disassembly and removal of the EST is 24 months from closing.

- 3. Please describe the capacity of your business in both equipment and personnel, to promptly, properly and safely disassemble, remove and dispose of the EST and appurtenances. Please list your principal owners and/or managers and their business and professional backgrounds. Please describe the major activities of your business and its organizational structure. Please describe the history and background of your business and list the number of years in business. If your business has been in business less than five years, please list the number of years the principals of this business have worked in a relevant field. If you plan to use contractors to disassemble, remove, and dispose of the EST and appurtenances, please provide a description of the capacity, abilities, and experience of the proposed contractors.

(please attach a separate sheet with your answers)

We, the undersigned, have read all the requirements set forth in this Invitation for Bid and we agree to purchase the property at the price stated and in accordance with the terms and conditions of this IFB and the real estate contract to be entered into with the City of Rogers, Arkansas.

Business Name (legal name)

Contact Person Name

Street Address

City, State, Zip Code

Telephone Number

Fax Number

Email Address

Person Authorized to Sign Bid

(Title)

(Signature)

Bidder acknowledges receipt of the following addenda/amendments: (if any):
